

and the transaction was carried out on that basis between the parties, and it is now entirely too late to raise the objection and ask that all that has been done should be reopened and changed.

Objection is taken to the item of commission. It appears that under the terms of the agreement machinery was to be purchased. The contractors, the suppliants, were directed or authorized by the government to purchase the machinery required for the use of the factory which was being leased, or which it was permitting the contractors to use in the central prison, and it was agreed that there should be paid to them 5 per cent. as a commission for their trouble and expense in arranging and looking up the machinery and in making the contracts for it. I have no doubt from the evidence that that was a fair and reasonable agreement. The amount was but a few hundred dollars, perhaps \$300 or \$400 more than it was sworn was actually expended for travelling, to say nothing of the time which was employed in travelling throughout the United States and in Europe making investigations with a view to securing the best kind of plant for the purpose required. It is true that there is nothing in the contract that says, that that is to be paid for by the Crown ultimately. The provision is as to the cost. Surely it is no violent straining of the language of the agreement to include 5 per cent. that was paid to W. R. Hobbs & Co.—not charged by the suppliants themselves—as part of the cost of the purchase of the machinery.

Then there is objection taken also to the charges that have been made, and have been allowed in respect of the expenses of Berry and those of some others who were employed, as the parties treated them throughout the accounts, in the installation of the new plant. I think that objection entirely fails also. Upon the evidence it was necessary that an expert should be got from abroad. Possibly the government might not have succeeded in getting the expert the suppliants got. They had such relations with the Plymouth Company, the largest manufacturers, it is said, on this side of the water, at all events, in this line of articles, that they were able to get from them the services of one of their employees, and to get (although this does not bear upon this branch of the case), free of charge, specifications for the new machine. A man of the name of Berry was em-